

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000002577
Maxham Warehousing Co Inc
51A Minister Brook Rd
Worcester VT 05682
USA

| | | |
|---|--------------------------------|---|
| Contract ID 0000000000000000000016785 | | Page 1 of 5 |
| Contract Dates 04/01/2010 to 09/30/2015 | | Origin CP |
| Description: CP-STORAGE, DISTRIB, FULFILLME | | Contract Maximum \$860,000.00 |
| Buyer Name Wortman,Linda | Buyer Phone 828-5684 | Contract Status Approved |

Phone #: 802/223-6335

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|--|-----|------------|---------|------------|
| 1 | | STORAGE, DISTRIBUTION AND FULFILLMENT SERVICES | EA | 0.01000 | 0.00 | 860,000.00 |

CONTRACT TERMS AND ADDITIONAL INFORMATION

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, (hereafter called "State"), and Maxham Warehousing Co., with its principal place of business in Worcester, VT 05682, (hereafter called "Contractor"). Contractor's form of business organization is company. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Storage, Distribution and Fulfillment Services. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$300,000.00.

4. Contract Term. The period of contractor's performance shall begin on April 1, 2010 and end on March 31, 2012 with the option to renew for two additional on year periods upon mutual agreement of both parties.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 13 pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be performed

Attachment B - Payment Provisions

Attachment C - Standard State Contract Provisions, a preprinted form (revision date 01/08/09),

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

STATE OF VERMONT
CONTRACT AMENDMENT

CONTRACTOR: Maxham Warehousing Co.

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CONTRACT #: 16785

AMENDMENT #: 1

Contract #16785 entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Maxham Warehousing Co, Inc. is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract #16785, wherever such references to the maximum amount appear in said contract shall be changed from \$300,000.00 to \$430,000.00.
2. Contract Term. The end date of Contract #16785 wherever such references appear in said contract and its attachments, is changed from March 31, 2012 to March 31, 2013.
3. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of contract #16785 not hereby amended shall remain in full force and effect.

STATE OF VERMONT
CONTRACT AMENDMENT

CONTRACTOR: Maxham Warehousing Co.

CONTRACT #: 16785

AMENDMENT #: 2

Contract #16785 entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Maxham Warehousing Co, Inc. is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract #16785, wherever such references to the maximum amount appear in said contract shall be changed from \$430,000.00 to \$575,000.00.
2. Contract Term. The end date of Contract #16785 wherever such references appear in said contract and its attachments, is changed from March 31, 2013 to March 31, 2014.
3. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

All other terms and conditions of contract #16785 not hereby amended shall remain in full force and effect

STATE OF VERMONT
CONTRACT AMENDMENT

CONTRACTOR: Maxham Warehousing Co.

CONTRACT #: 16785

AMENDMENT #: 3

Contract #16785 entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Maxham Warehousing Co, Inc. is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract #16785, wherever such references to the maximum

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|--------|---------|-----------|-----|------------|---------|---------|

amount appear in said contract shall be changed from \$575,000.00 to \$625,000.00.

2. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

STATE OF VERMONT
CONTRACT AMENDMENT

CONTRACTOR: MAXHAM WAREHOUSING CO, INC

CONTRACT #: 16785

AMENDMENT #: 4

SUBJECT: STORAGE, DISTRIBUTION & FULFILLMENT SERVICES

Contract #16785, entered into by the Department of Buildings & General Services, on behalf of the State of Vermont, and by Maxham Warehousing Co., Inc is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract #16785 wherever such references to the maximum amount appear in said contract shall be changed from \$625,000.00 to \$750,000.00

2. Contract Term. The end date of Contract #16785 wherever such references appear in said contract and its attachments, is changed from 3/31/2014 to 3/31/2015.

3. Attachment A, Scope of Work. The scope of work of Contract #16785 is amended as follows:

Reinstate Information Center Deliveries

1. Vendor's Responsibility: To pick up out of date brochures for recycling or restocking. Vendor will supply inventory report of recycled brochures after each delivery to the Brochure Program Manager.

State's Responsibility: VICD is required to report in advance to the vendor what brochures are to be returned for recycling or restocking. The form will be provided by the Brochure Program Manager. Each case must contain only recycling or restock items and cannot be mixed. Each stack of restock brochures must be bundled in 3 inch stacks. Each box must be clearly marked as to the contents, including the name/number of the brochure, the amount and the Information Center that is returning the brochures.

2. The number of Welcome Centers wherever such references appear in said contract #16785 has been increased from 16 to 18 with the addition of the Bennington Welcome Center that opened in October of 2013 (also includes P & H Truck Stop). Delivery Schedule & 911 Addresses dated 1/27/2014 see attached, which supersedes all prior versions of the Delivery Schedules.

3. The number of different brochures and/or magazines wherever such references appear in said contract #16785 has been increased from 550 to 565.

4. Attachment B, Payment Provisions. The payment provisions of Contract # 16785 are to add:

* \$100.00 recycling fee if trucker has to make a return trip to the Worcester warehouse to unload collected stock prior to his next pickup cycle. This fee will not exceed \$800 per year without the approval of the VICD Director.

5. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract #16785 not hereby amended shall remain in full force and effect.

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The signatures of the undersigned Parties indicate that each has read this 4th amendment to Contract # 16785 in its entirety and agrees to be bound by the provisions enumerated therein.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CONTRACT #: 16785

AMENDMENT #: 5

SUBJECT: STORAGE, DISTRIBUTION & FULFILLMENT SERVICES

Contract #16785, entered into by the Department of Buildings & General Services, on behalf of the State of Vermont, and by Maxham Warehousing Co., Inc is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract #16785 wherever such references to the maximum amount appear in said contract shall be changed from \$750,000.00 to \$810,000.00

2. Contract Term. The end date of Contract #16785 wherever such references appear in said contract and its attachments, is changed from 3/31/2014 to 9/30/2015.

3. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

4. ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

All other terms and conditions of Contract #16785 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 5th amendment to Contract # 16785 in its entirety and agrees to be bound by the provisions enumerated therein.

CONTRACT #: 16785

AMENDMENT #: 6

SUBJECT: STORAGE, DISTRIBUTION & FULFILLMENT SERVICES

Contract #16785, entered into by the Department of Buildings & General Services, on behalf of the State of Vermont, and by Maxham Warehousing Co., Inc is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract #16785 wherever such references to the maximum amount appear in said contract shall be changed from \$810,000.00 to \$860,000.00

2. Taxes due to the state. Contractor further certifies under the pains and penalties of perjury that as of the date of this contract amendment is signed, the contractor is in good standing with respect to, or in full compliance with a plan to pay, any or all, taxes due the State of Vermont.

3. TERMS AND CONDITIONS: Attachment C: Standard State Contract Provisions for Contracts and Grants dated 03/01/15 see attached, which supersedes all prior versions of Attachment C.

All other terms and conditions of contract #16785 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 6th amendment to Contract # 16785 in its entirety and agrees to be bound by the provisions enumerated therein.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____